CONTRACT DOCUMENTS

CITY OF LINCOLN/LANCASTER COUNTY
NEBRASKA

ANNUAL SERVICES
FOR
ON-SITE INTERPRETERS

LanguageLinc LLC Interpreter Services
210 O Street
Lincoln, NE 68508
402-730-9054

CITY OF LINCOLN/LANCASTER COUNTY, NEBRASKA
CONTRACT TERMS

THIS CONTRACT, made and entered into by and between **LanguageLinc LLC Interpreter Services, 210 O Street, Lincoln, NE 68508**, hereinafter called "Contractor", and the City of Lincoln, Nebraska, a municipal corporation, and the County of Lancaster, Nebraska, a political subdivision of the State of Nebraska, hereinafter called the "Owners".

WHEREAS, the Owner has caused to be prepared, in accordance with law and other Contract Documents for the Work herein described, and has approved and adopted said documents in connection with said Work, to-wit:

On-Site Interpreter Services

NOW, THEREFORE, in consideration of the sums to be paid to the Contractor and the mutual covenants herein contained, the Contractor and the Owners have agreed and hereby agree as follows:

1. The Contractor agrees to (a) furnish all tools, equipment, supplies, superintendence, transportation, and other accessories, services, and facilities; (b) furnish all materials, supplies, and equipment specified to be incorporated into and form a permanent part of the complete work; (c) provide and perform all necessary labor in a substantial and workmanlike manner and in accordance with the provisions of the Contract Documents; and (d) execute and complete all Work included in and covered by the Owners' award of this Contract to the Contractor, such award being based on the acceptance by the Owner, or part thereof, as follows:

   Agreement to Scope of Services and Payment Structure - Attachment A, B and C

2. The Owners agree to pay to the Contractor for the performance of the Work embraced in this Contract, the Contractor agrees to accept as full compensation therefore, the following sums and prices for all Work covered by and included in the Contract award and designated above, payment thereof to be made in the manner provided by the Owners:

   The Owners will pay for products/service, according to Attachment A, a copy thereof being attached to and made a part of this Contract. The Owners shall request services on an as-needed basis for the duration of the contract. The estimated cost of services for County agencies shall not exceed $ 60,000.00 ($15,000.00/Year) during the contract term without approval by the Board of Commissioners. The estimated cost of services for City Departments shall not exceed $240,000.00 ($60,000.00/Year) during the contract term without approval.

3. Equal Employment Opportunity. In connection with the carrying out of this project, the contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, disability, age or marital status. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, ancestry, disability, age or marital status. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other compensation; and selection for training, including apprenticeship.

4. E-Verify. In accordance with Neb. Rev. Stat. 4-108 through 4-114, the contractor agrees to register with and use a federal immigration verification system, to determine the work eligibility status of new employees performing services within the state of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324 a, otherwise known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee pursuant to the Immigration Reform and Control Act of 1986. The Contractor shall not discriminate against any employee or applicant for employment to be employed in the performance of this section pursuant to the requirements of state law and 8 U.S.C.A 1324b. The contractor shall require any subcontractor to comply with the provisions of this section.

5. Termination. This Contract may be terminated by the following:
   - 5.1) Termination for Convenience. Either party may terminate this Contract upon thirty (30) days written notice to the other party for any reason without penalty.
   - 5.2) Termination for Cause. The Owners may terminate the Contract for cause if the Contractor:
     - 5.2.1) Refuses or fails to supply the proper labor, materials and equipment necessary to provide services and/or commodities.
     - 5.2.2) Disregards Federal, State or local laws, ordinances, regulations, resolutions or orders.
     - 5.2.3) Otherwise commits a substantial breach or default of any provision of the Contract Document. In the event of a substantial breach or default the Owners will provide the Contractor written notice of said breach or default and allow the Contractor ten (10) days from the date of the written notice to cure such breach or default. If said breach or default is not cured within ten (10) days from the date of notice, then the contract shall terminate.

6. Independent Contractor. It is the express intent of the parties that this contract shall not create an employer-employee relationship. Employees of the Contractor shall not be deemed to be employees of the Owners and employees of the Owners shall not be deemed to be employees of the Contractor. The Contractor and the Owners shall be responsible to their respective employees for all salary and benefits. Neither the Contractor's employees nor the Owners' employees shall be entitled to any salary, wages, or benefits from the other party, including but not limited to overtime, vacation, retirement benefits, workers' compensation, sick leave or injury leave. Contractor shall also be responsible for maintaining workers' compensation insurance, unemployment insurance for its employees, and for payment of all federal, state, local and any other payroll taxes with respect to its employees' compensation.

7. Owner Inclusion. It is understood and agreed by all parties that "Owner/s" shall include the City of Lincoln and Lancaster County, Nebraska. Whenever in the Contract documents, including the instructions to bidders, specifications, insurance requirements, bonds, and terms and conditions or any other documents which are a part of the Contract, a singular entity is referenced (i.e., "the City" or "the County") it shall mean the "Owners" encompassing the City of Lincoln, and Lancaster County.

8. Period of Performance. This Contract shall be effective upon execution by all parties. The term of the Contract shall be (4) years with the option for one (1) additional four (4) year term upon mutual consent of both parties.

9. Hold Harmless: The Contractor shall indemnify and hold harmless the Owners, its agents, employees and representatives from all claims, demands, suits, actions, payments, liability, judgments and expenses (including court-ordered attorneys' fees), arising out of or resulting from the performance of this Agreement that results in injury to property or persons, including but not limited to bodily injury, civil rights liability, sickness, disease, death, or injury to or destruction of tangible or intangible property, including the loss of use resulting therefrom, or any other theories of liability, and is caused in whole or in part by the Grantee, its employees, agents or representatives, either directly or indirectly employed by them. This section will not require the Grantee to indemnify or hold harmless the Sponsor for any losses, claims, damages and expenses arising out of or resulting from the negligent or intentional acts of the Owners, its agents, or employees.

10. Confidentiality. During the term of this Agreement, the Contractor shall perform all services in accordance with the established and applicable standards and in accordance with applicable state and local laws. The Contractor further agrees to abide by the confidentiality regulations specified in 42 C.F.R. Part 2 of the Federal Register. The Contractor further agrees that it shall be compliant with the Health Insurance Portability and Accountability Act of 1996 and implementing regulations pertaining to confidentiality of health information. The Contractor also agrees to comply with the terms of Attachments "D" and "E", which are attached hereto and incorporated by this reference.

11. The Contract Documents comprise the Contract, and consist of the following:
    1. Contract Terms
    2. Attachment A
    3. Attachment B
    4. Attachment C
    5. Attachment D (Lancaster County HIPAA Terms)
    6. Attachment E (City of Lincoln HIPAA Terms)
    7. Insurance Requirements
    8. Sales Tax Exemption Form 13
       (Note: This form cannot be used for the WATER Division of the City of Lincoln. The WATER Division is taxable per Reg. 066.14A or applicable laws.)

The herein above mentioned Contract Documents form this Contract and are a part of the Contract as if hereto attached. .

The Contractor and the Owners hereby agree that all the terms and conditions of this Contract shall be binding upon themselves, and their heirs, administrators, executors, legal and personal representatives, successors, and assigns.

IN WITNESS WHEREOF, the Contractor and the Owners do hereby execute this contract upon completion of signatures on:

Vendor Signature Page
City of Lincoln Signature Page
Lancaster County Signature Page

Vendor Signature Page

ANNUAL SERVICES
FOR
ON-SITE INTERPRETERS

EXECUTION BY CONTRACTOR

IF A CORPORATION:
Attest:

_____ Seal
Secretary

Community Action Partnership of Lancaster Saunders County
Name of Corporation

210 O Street
Address

By: _____
Duly Authorized Official

Exec Director
Legal Title of Official

IF OTHER TYPE OF ORGANIZATION:

_____
Name of Organization

_____
Type of Organization

_____
Address

By: _____
Member

By: _____
Member

IF AN INDIVIDUAL:

_____
Name

_____
Address

_____
Signature

City of Lincoln Signature Page

ANNUAL SERVICES
FOR
ON-SITE INTERPRETERS

EXECUTION BY THE CITY OF LINCOLN, NEBRASKA

ATTEST:

_____
City Clerk

CITY OF LINCOLN, NEBRASKA

_____
Chris Beutler, Mayor

Approved by Resolution No._____

dated _____

ATTACHMENT (A) LANGUAGELINC CUSTOMER CHARGES

		Rates as of 1/1/13
Over the Phone (15 Minute Min)		$21.00 ($1.40/min)
On-Site Day (1 Hour Min)		$38.00 ($19.00/half hr)
On-Site Off (1 Hour Min)		$43.00 ($21.50/half hr)
On-Site Weekend & Holiday (1 Hour Min)		$48.00 ($24.00/half hr)
Translation estimates upon request		

- **One hour fee upon cancellation of assignment within 3 hours**
- **No travel fee within the city limits of Lincoln, NE**
- **All languages billed at the same rate**
- **Travel outside of the City of Lincoln area at federal rate for mileage.**
- **One hour fee upon no show appointments**
- **On-site interpretation charged in 1/ 2 hour increments after 1 hour minimum**

ATTACHMENT (B) CUSTOMER CONTACT / BILLING ADDRESS

Customer Name (agency):_____

Business Contact Person:_____Title_____

Customer Address:_____

City_____State_____zip_____

Business contact phone(___)_____fax(___)_____

Business contact email_____

Remit to:
LanguageLinc Interpretation Services
210 O St
Lincoln NE
68508

ADDITIONAL TERMS AND CONDITIONS

1. QUALIFICATIONS AND GUIDELINES FOR POLICY AND PROCEDURE

   a. Qualified interpreters will have completed the 40 hours "Bridging the Gap" course on medical interpretation or a course with similar content and of similar length. Only qualified interpreters will be sent to Customer.

   b. Interpreters will be required to wear identification badges issued by Provider. The badges will clearly identify interpreters as sub-contractors of Provider.

   c. Provider will adhere to the policies and procedures in accordance with standards established by Customer (including but not limited to the requirements of the Joint Commission on Accreditation of Healthcare Organizations standards).

   d. Provider shall provide documentation that the translators/interpreters it provides are at all times current in the following: immunizations for measles, mumps, rubella, varicella and, negative TB screening. Provider shall also ensure that its translators/interpreters have adequate training in universal precautions and follow-up on any exposures to infectious diseases.

   e. Provider will promptly notify Customer of the expected arrival time of the interpreter. If an interpreter is not immediately available, Provider will promptly notify Customer.

2. RECORDS: Provider shall maintain payroll and personnel records, invoices of materials, and all other relevant data and documents regarding the services provided pursuant to this Agreement. Further, Provider shall allow Customer to inspect such records upon reasonable notice. In the event, and only in the event, that Section 1861(v)(l)(I) of the Social Security Act, 42 U.S.C.§1395x(v)(1)(I), is applicable to this agreement, Provider agrees as follows:

   a. Until the expiration of four (4) years after the furnishing of any services pursuant to this contract, Provider shall make available, upon written request by the Secretary of the United States Department of Health and Human Services, or upon request by the Comptroller General of the United States, or any of their duly authorized representatives, this Agreement, and books, documents, and records of Provider that are necessary to certify the nature and extent of the cost of services provided pursuant to this Agreement; and

   b. If Provider carries out any of the duties of this Agreement through a subcontract, with a value or cost of $10,000 or more over a twelve- (12) month period, with a related organization, such subcontract shall contain a clause to the effect that until the expiration of four years after the furnishing of such services pursuant to such subcontract, the related organization shall make available, upon written request by the Secretary of the United States Department of Health and Human Services or upon request by the Comptroller General of the United States, or any of their duly authorized representatives, the subcontract, and books, documents and records of such organization that are necessary to verify the nature and extent of the cost of services provided pursuant to such subcontract.

3. INDEPENDENT CONTRACTOR: In performing the services herein, Provider will be acting as an independent contractor. Customer and Provider agree that neither Provider, nor any of its employees, are the employees of Customer. Nothing contained in this Agreement shall be construed to create a partnership or joint venture between Customer and Provider nor to authorize either Customer or Provider to act as a general or special agent of the other party in any respect, except as specifically set forth in this Agreement.

4. BENEFITS: Provider specifically acknowledges that, as an independent contractor, it, and its agents, subcontractors, and employees, are not entitled to receive any additional benefits that Customer might otherwise make available to its employees, specifically including but not limited to workers compensation, disability benefits or unemployment insurance, health insurance, pension or other retirement benefits, and paid sick or vacation leave.

5. EXCLUDED PROVIDER: Provider hereby represents and warrants that Provider is not and at no time has been excluded from participation in any federally funded health care program, including Medicare and Medicaid. Provider hereby agrees to immediately notify Customer of any threatened, proposed, or actual exclusion from any federally funded health care program, including Medicare and Medicaid. In the event that Provider is excluded from participation in any federally funded health care program during the term of this Agreement, or if at any time after the effective date of this Agreement it is determined that Provider is in breach of this Section, this Agreement shall, as of the effective date of such exclusion or breach, automatically terminate. Provider shall indemnify and hold harmless Customer against all actions, claims, demands and liabilities, and against all loss, damage, costs and expenses, including reasonable attorneys' fees, arising directly or indirectly, out of any violation of this Section of this Agreement by Provider, or due to the exclusion of Provider, from a federally funded health care program, including Medicare or Medicaid, or out of an actual or alleged injury to a person or to property as a result of the negligent or intentional act or omission of Provider, or any of Provider employees, subcontractors, or agents providing the Services hereunder, in connection with Provider, obligations under this Agreement, except to the extent any such loss, damage, costs and expenses were caused by the negligent or intentional act or omission of Customer, its officers, employees or agents.

6. COMPLIANCE WITH CUSTOMER STANDARDS OF CONDUCT:
Provider acknowledges that it has received a copy of the Standards of Conduct and has read and understands the same, and hereby agrees that so long as this Agreement remains in effect, it shall act in a manner consistent with, and shall at all times abide by, such Standards of Conduct, to the extent the same are applicable to Provider. In the event that Customer determines in good faith that Provider has breached its obligations pursuant to this Section, Customer may, upon notice to Provider, immediately terminate this Agreement.

    a. CONFIDENTIALITY: Provider shall treat all non-public information obtained from Customer as part of this engagement as confidential and shall not, without written authorization from Customer, release or share such information with any third party, except as required by law.

7. DISCLAIMER OF WARRANTY

Provider, while providing professional interpreter services, makes no representation, warranty or guarantee, express or implied, about over-the-phone or face-to-face interpreter services, including but not limited to the availability, accuracy, completeness or timeliness of any interpretation. Provider does not warranty or guarantee against stylistic changes, use of different dialects or grammar differences. Provider does not warrant the availability of interpreters for all language pairs at all times.

8. EXCLUSIVE REMEDY AND LIMITATION OF LIABILITY

A. For purposes of the exclusive remedy and limitations of liability set forth in this section, Provider shall be deemed to include Provider successors, the directors, officers, employees, agents, representatives, suppliers, subcontractors and interpreters (whether employees or independent contractors) of Provider, and "damages" will refer collectively to all injury, damage, loss or expense incurred.

B. Provider charges for interpreter services are established in reliance on the exclusive remedy and limitations of liability set forth in this section. customer acknowledges that it elects to accept charges calculated on this basis, and agrees that this allocation of risk of liability is fair, reasonable, and not unconscionable. customer understands and acknowledges that the charges for interpreter services are unrelated to the value of customer's business or the potential for indirect, incidental, consequential, and special damages or any other damages in excess of those allowed by this section. customer retains the right to purchase insurance to cover any additional loss or liability.

C. in accordance with the understandings set forth above, the parties agree as follows:

(1) Provider entire liability and customer's exclusive remedy for damages caused by defect or failure of interpreter services, or arising from the performance or nonperformance of any services under this agreement, regardless of the form of action, whether in contract, tort, including negligence, strict liability or otherwise, shall be limited to a credit or refund of the charges for the service which gave rise to the claim.

(2) Provider shall not be liable for any indirect, incidental, special or consequential damages, or for lost profits, savings or revenues of any kind, whether or not Provider had knowledge, actual or constructive, that such damages might be incurred.

9. FORCE MAJEURE: Neither Provider, its affiliates nor their respective successors shall be liable in any way for any loss, damage, delay or failure of performance resulting directly or indirectly from any cause which is beyond Provider reasonable control, including but not limited to: fire, explosion, lightning, power surges or failures, strikes or labor disputes, water, acts of God, the elements, war, civil disturbances, acts of civil or military authorities or the public enemy, product or transportation facilities, fuel or energy shortages, acts or omissions of communications carriers, or any other cause beyond Provider control whether or Notices— not similar to the foregoing.

10. NOTICES: All notices required or permitted to be given to the other party under this Agreement shall be given in writing and either (1) delivered in person, or (2) addressed and deposited in the United States mail, postage prepaid. Notices mailed to Provider shall be sent to the address shown in Attachment B for return of this Agreement, or to such other address as Provider may specify by giving written notice as provided in this Section. Notices mailed to Customer shall be sent to the address shown for the 'Business Contact Person' in Attachment B, or to such other address as Customer may specify by giving written notice as provided in this Section. Notice shall be deemed given upon delivery, or five days after mailing (if mailed), whichever is earlier.

11. ASSIGNMENT: Neither this Agreement nor any rights or duties hereunder may be assigned or delegated by Customer, or by Provider (other than as interpretation) without the prior written consent of the other party. Interpreters providing interpretation are approved contractors by Provider.

12. TERMINATION:

    A. Either party may terminate this Agreement by giving thirty (30) days written notice as provided in Section 4. Customer shall be responsible for charges for all services rendered prior to the effective date of the termination.

    B. Notwithstanding the notice provision in Subsection 6A. above, if Customer fails to pay any charge when due or fails to perform or observe any other material term or condition of this Agreement and such failure continues for ten (10) days after receipt of written notice of such failure from Provider, Customer shall be in default and Provider may immediately terminate this Agreement and exercise any available rights. Upon termination by Provider, Customer shall be responsible for charges for all services rendered prior to the effective date of the termination.

13. SUPPLEMENT, MODIFICATION OR WAIVER : Other than as specifically authorized by the terms of this Agreement, any supplement, modification or waiver of any provision of this Agreement must be in writing and signed by authorized representatives of both parties.

14. WAIVER AND FAILURE TO EXERCISE RIGHTS : The waiver by either party of any breach of this Agreement shall not operate as a waiver of subsequent breaches of the same or different kind. The failure of either party to exercise any rights under this Agreement in a particular instance shall not operate as a waiver of the party's right to exercise the same or different rights in other instances.

15. SURVIVAL OF OBLIGATIONS : The obligations of the parties under this Agreement which by their nature would continue beyond the termination or cancellation of this Agreement shall survive such termination or cancellation.

16. NO THIRD PARTY BENEFICIARIES: Neither this Agreement nor the provision of Interpreter Services shall be construed to create any duty or obligation on the part of Provider to any third parties, including, without limitation, any persons participating in or the subject of conversations for which Interpreter Services are provided. This Agreement does not provide any third party with any right, privilege, remedy, claim or cause of action against Provider, its affiliates or their respective successors.

17. SEVERABILITY : If any provision of this Agreement is held to be invalid or unenforceable, such provision shall be severed from this Agreement with respect to the matter in question, and the remainder of the Agreement shall remain in force and effect. However, if such provision is an essential element of the Agreement, the parties shall promptly negotiate a replacement.

18. CHOICE OF LAW : The construction, interpretation and performance of this Agreement shall be governed by the domestic laws of the State of Nebraska. Any proceedings based on this Agreement may only be commenced and maintained in the Courts of Lancaster County, Nebraska.

19. INCORPORATION OF ATTACHMENTS : Attachments A (Customer Charges) and B (Customer Contact Information) are incorporated herein.

ATTACHMENT D

Business Associate Agreement

Covered Entity, Lancaster County, and Business Associate, LanguageLinc LLC Interpreter Services, are parties to County Contract No. _____, to which the terms of this Business Associate Agreement apply. Whereby, Business Associate agrees to perform certain services or business associate functions for or on behalf of Covered Entity.

I. **Definitions.** Terms used but not otherwise defined in this Addendum shall have the meanings set forth in the HIPAA Privacy Rule, unless otherwise defined herein:

a. *Business Associate Agreement or Addendum* means all agreements or addendum, whether now in effect or hereafter entered into, between Covered Entity and Business Associate for the performance of Business Associate Functions by Business Associate.

b. *Business Associate Functions* means functions performed by Business Associate on behalf of Covered Entity which involve the creation of, access to, use or disclosure of, Protected Health Information by Business Associate, its agents or contractors.

c. *Electronic Protected Health Information (EPHI)* means electronic protected health information, as defined in 45 C.F.R. §160.103, which is transmitted by electronic media or maintained in electronic media by Business Associate in the performance of one or more Business Associate Functions for or on behalf of Covered Entity.

d. *Electronic Media* means electronic media as defined in §160.103.

e. *HIPAA* means the administrative simplification provisions of the Health Insurance Portability and Accountability Act of 1996, 42 U.S.C. 1320d to 1320d-7.

f. *Individual* means the same as the term "individual" in 45 C.F.R. §160.103 and shall include a person who qualifies as a personal representative in accordance with §164.502(g).

g. *Protected Health Information (PHI)* means protected health information, as defined in 45 C.F.R. §160.103, which is created, obtained or used by Business Associate in the performance of one or more Business Associate Functions for or on behalf of Covered Entity.

h. *Regulations* means the final Regulations implementing the privacy provisions of HIPAA, as amended from time to time. The Regulations are presently codified at 45 C.F.R. Parts 160 and 164.

I. *Required by Law* means the same as the term "required by law" in 45 C.F.R. §164.103.

j. *Secretary* means the Secretary of the Department of Health and Human Services or his designee.

k. *"HITECH"* means the Title XII of the American Recovery and Reinvestment Act of 2009 ("ARRA"), called the Health Information Technology for Economic and Clinical Health ("HITECH") Act, which codifies and expands on many of the requirements promulgated by the Department of Health and Human Services ("DHHS") pursuant to the HIPAA to protect the privacy and security of PHI.

l. *"Breach"* means the same as the term "breach" in 45 C.F.R. §164.402

II. **Purpose.** Lancaster County is a Covered Entity under HIPAA and LanguageLinc LLC Interpreter Services is its Business Associate with respect to County Contract No. _____. Business Associate will have access to PHI in order to perform its functions on behalf of Covered Entity. HIPAA requires Covered Entity to obtain satisfactory written contractual assurances from its business associates. The purpose of this Business Associate Addendum is to obtain satisfactory written contractual assurances from Business Associate that Business Associate will appropriately safeguard such PHI in accordance with 45 C.F.R. §164.314(a)(2), §164.502(e)(1) and §164.504(e)(1) of the Regulations and provide the notification in accordance with 45 C.F.R. §164.410.

III. **Permitted Uses and Disclosures by Business Associate**. Business Associate shall only use and disclose PHI for the following purposes:

a. To perform Business Associate Functions.

b. As needed for the proper management and administration of Business Associate and to carry out the legal responsibilities of Business Associate.

c. To provide data aggregation services relating to the health care operations of the Covered Entity.

IV. **Special Conditions on Disclosure for Business Associate's Purposes**. Before Business Associate may disclose PHI to another party for a reason described in subparagraph III(b), one of the following two conditions must be met either:

a. The disclosure must be required by law; or

b. Business Associate must obtain reasonable assurances from the person to whom the PHI is disclosed that such person will safeguard the PHI and further use and disclose it only as required by law or for the purpose for which Business Associate disclosed it such person; and such person must agree in writing to notify Business Associate of any instances of which it is aware in which the confidentiality of PHI has been breached.

V. **Obligations and Assurances of Business Associate.** As an express condition of performing Business Associate functions, Business Associate agrees to:

a. Use and/or disclose PHI only as permitted or required by this Agreement or as required by law.

b. Use appropriate safeguards to prevent use or disclosure of the PHI other than as provided for in this Agreement.

c. Report to Covered Entity, within a reasonable time after discovery, any use or disclosure of the PHI not provided for by this Agreement of which it becomes aware, together with any remedial or mitigating action taken or proposed to be taken with respect thereto. Business Associate shall cooperate with Covered Entity as requested by Covered Entity in mitigating any harmful effects of such unauthorized disclosure.

d. Require that any agent, including a subcontractor, to whom it provides PHI received from, or created or received by Business Associate on behalf of Covered Entity agrees to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such information.

e. Provide access, at the request of Covered Entity, within a reasonable time after request, to PHI to Covered Entity or, as directed by Covered Entity, to an individual in order to

meet the requirements of 45 C.F.R. §164.524 of the Regulations.

f. Notify Covered Entity within three (3) business days of a request by an individual to amend PHI maintained by Business Associate on behalf of Covered Entity, direct the requesting individual to the Covered Entity in the handling of such request, and incorporate any amendment accepted by the Covered Entity in accordance with §164.526 of the Regulations. Business Associate is not authorized to independently agree to an amendment of PHI.

g. Document disclosures of PHI and information related to such disclosures as would be required for the Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. §164.528 of the Regulations.

h. Notify Covered Entity within three (3) business days of any request by an individual for an accounting of disclosures, direct the requesting individual to the Covered Entity in the handling of such request, and provide Covered Entity within ten (10) days thereafter with all information in its possession or in the possession of its agents, and contractors, which is needed to permit Covered Entity to respond to the request for accounting in accordance with 45 C.F.R. §164.528 of the Regulations. Business Associate agrees to retain necessary records from which to respond to the requests for an accounting.

I. Make internal practices, books and records, including policies and procedures and PHI, relating to the use and disclosure of PHI received from, or created or received by Business Associate on behalf of Covered Entity available to the Secretary, within a reasonable time after request, or designated by the Secretary, for purposes of the Secretary determining Covered Entity's compliance with the Privacy Rule.

j. Implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the EPHI that Business Associate creates, receives, maintains, or transmits on behalf of the Covered Entity as required by Subpart C of the Regulations.

k. Ensure that any agent, including a subcontractor, to whom the Business Associate provides such EPHI agrees to implement reasonable and appropriate safeguards to protect EPHI.

l. Report to Covered Entity, within a reasonable time after discovery, any security incident or breach regarding EPHI not provided for by this Agreement of which it becomes aware, together with any remedial or mitigating action taken or proposed to be taken with respect thereto. Business Associate shall cooperate with Covered Entity as requested by Covered Entity in mitigating any harmful effects of such security incident or breach.

m. To comply with the security rules as required by HITECH, in a manner consistent with rules and regulations that may be adopted by relevant federal agencies, to keep all electronic protected health information in a secure manner, as required under federal law.

n. To comply with the confidentiality, disclosure, breach notification, compliance and re-disclosure requirements of HITECH and HIPAA.

o. To comply with any and all regulatory requirements which may arise in future to comply fully with HIPAA and HITECH, including but not limited to, restrictions on disclosures to health plans, clarified minimum necessary standards, expanded accounting requirements applicable to electronic health records, revised prohibitions on the sales of PHI, and

updated marketing and fund raising restrictions.

VI. Notification by Business Associate following the Discovery of a Breach of PHI

a. Business Associate shall notify the Covered Entity in writing following the discovery of a breach of PHI or EPHI. A breach shall be treated as discovered by a Business Associate as of the first day on which such breach is know to the Business Associate or, by exercising reasonable diligence, would have been known to the Business Associate. A Business Associate shall be deemed to have knowledge of a breach if the breach is known, or by exercising reasonable diligence would have been known, to any person, other than the person committing the breach, who is an employee, officer, or other agent of the Business Associate.

b. Except as provided in 45 C.F.R. §164.412, the Business Associate shall provide the notification of breach without unreasonable delay and in no case later than 60 calendar days after discovery of a breach.

c. The written notification of a breach shall include and provide the identification of each individual whose PHI or EPHI has been, or is reasonably believed by the Business Associate to have been, accessed, acquired, used, or disclosed during the breach.

d. The Business Associate shall provide the Covered Entity with any other available information that the Covered Entity is required to include in notification to the individual affected by the breach under 45 C.F.R. 164.404(c) at the time the notification is required or promptly thereafter as the information becomes available.

VII. Responsibilities of the Covered Entity. Covered Entity agrees to:

a. Notify Business Associate of any limitation(s) in its notice of privacy practices of Covered Entity in accordance with §164.520, to the extent that such limitation may affect Business Associate's use or disclosure of PHI.

b. Notify Business Associate of any changes in, or revocation of, permission by individual to use or disclose PHI to the extent that such changes may affect Business Associate's use or disclosure of PHI

c. Notify Business Associate of any restriction to the use or disclosure of PHI that Covered Entity has agreed to in accordance with §164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI

VIII. Term and Termination.

a. *Term.* This Business Associate Addendum shall be effective on the Effective Date of the Agreement and shall continue in effect until all obligations of the parties have been met, including return or destruction of all PHI in Business Associate's possession (or in the possession of Business Associate's agents and/or contractors), unless sooner terminated as provided herein. It is expressly agreed that the terms and conditions of this Business Associate Addendum designed to safeguard PHI shall survive expiration or other termination of the Agreement, and shall continue in full force and effect until Business Associate has performed all obligations under this Business Associate Addendum.

b. *Termination by Covered Entity.* Upon Covered Entity's knowledge of a material breach by Business Associate, Covered Entity may immediately terminate the Agreement. Alternatively, Covered Entity may chose to provide Business Associate with written notice of the existence of an alleged material breach, and afford Business Associate an opportunity to cure the alleged material breach upon mutually agreeable terms.

c. *Effect of Termination.*

(1) Except as provided in paragraph (2) of this section, upon termination of this Agreement, for any reason, Business Associate shall return or destroy all PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to PHI that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the PHI.

(2) In the event that Business Associate determines that returning or destroying the PHI is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction unfeasible. Upon written notice to Covered Entity that return or destruction of PHI is not feasible, Business Associate shall extend the protections of this Addendum to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction unfeasible, for so long as Business Associate maintains such PHI.

IX. Miscellaneous

a. *Amendment.* The parties agree to take such action as is necessary to amend this Business Associate Agreement from time to time as it necessary for Covered Entity to comply with the requirements of the Privacy Rule and the Health Insurance Portability and Accountability Act of 1996.

b. *Survival.* The respective rights and obligations of Business Associate under Section V (c), (l) and (o), Section VI, and Section IX(d) of this Business Associate Addendum shall survive the termination of this Business Associate Addendum and the underlying Agreement.

c. *Interpretation.* Any ambiguity in this Business Associate Addendum shall be resolved to permit Covered Entity to comply with the HIPAA Regulations.

d. *Indemnification.* Each party agrees to indemnify and hold harmless, to the fullest extent allowed by law, the other party and their respective officers and employees, from and against all liability, judgments, losses, claims, damages, notification expenses and other expenses (including court-ordered attorneys' fees) resulting from a breach of PHI or EPHI, arising out of the acts or omissions of its officers or employees in performance of this Business Associate Addendum. Liability includes any claims, damages, losses, notification expenses, and expenses arising out of or resulting from performance of this Business Associate Addendum that results in any claim for damage whatsoever.

ATTACHMENT E

HIPAA Business Associate Agreement

ARTICLE I
PREAMBLE AND DEFINITIONS.

Section 1.01 Pursuant to the Health Insurance Portability and Accountability Act of 1996, as amended (**"HIPAA"**), City of Lincoln (**"Covered Entity"**), a municipality, and LanguageLinc LLC Interpreter Services, 210 "O" Street, Lincoln NE 68508, or any of its corporate affiliates (**"Business Associate"**), enter into this Business Associate Agreement (**"BAA"**) as of this 14th day of December 2015 (the **"Effective Date"**) that addresses the HIPAA requirements with respect to "business associates," as defined under the privacy, security, breach notification and enforcement rules at 45 C.F.R. Part 160 and Part 164 (**"HIPAA Rules"**). A reference in this BAA to a section in the HIPAA Rules means the section as in effect or as amended.

Section 1.02 This BAA is intended to ensure that Business Associate will establish and implement appropriate safeguards for the Protected Health Information (**"PHI"**) (as defined under the HIPAA Rules) that Business Associate may receive, create, maintain, use or disclose in connection with the functions, activities and services that Business Associate performs for Covered Entity. The functions, activities and services that Business Associate performs for Covered Entity may be the subject of a separately drafted agreement executed between the Covered Entity and Business Associate (the **"Underlying Agreement"**).

Section 1.03 Pursuant to changes required under the Health Information Technology for Economic and Clinical Health Act of 2009 (the **"HITECH Act"**) and under the American Recovery and Reinvestment Act of 2009 (**"ARRA"**), this BAA also reflects federal breach notification requirements imposed on Business Associate when "Unsecured PHI" (as defined under the HIPAA Rules) is acquired by an unauthorized party and the expanded privacy and security provisions imposed on business associates.

Section 1.04 Unless the context clearly indicates otherwise, the following terms in this BAA shall have the same meaning as those terms in the HIPAA Rules: Breach, Data Aggregation, Designated Record Set, disclosure, Electronic Media, Electronic Protected Health Information (ePHI), Health Care Operations, individual, Minimum Necessary, Notice of Privacy Practices, Required By Law, Secretary, Security Incident, Subcontractor, Unsecured PHI and use.

Section 1.05 A reference in this BAA to the Privacy Rule means the Privacy Rule, in conformity with the regulations at 45 C.F.R. Parts 160-164 (the **"Privacy Rule"**) as interpreted under applicable regulations and guidance of general application published by the HHS,

including all amendments thereto for which compliance is required, as amended by the HITECH Act, ARRA and the HIPAA Rules.

ARTICLE II
GENERAL OBLIGATIONS OF BUSINESS ASSOCIATE.

Section 2.01 Business Associate agrees not to use or disclose PHI, other than as permitted or required by this BAA or as Required By Law, or if such use or disclosure does not otherwise cause a Breach of Unsecured PHI.

Section 2.02 Business Associate agrees to use appropriate safeguards, and comply with Subpart C of 45 C.F.R. Part 164 with respect to ePHI, to prevent use or disclosure of PHI other than as provided for by this BAA.

Section 2.03 Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate as a result of a use or disclosure of PHI by Business Associate in violation of this BAA's requirements or that would otherwise cause a Breach of Unsecured PHI.

Section 2.04 The Business Associate agrees to the following breach notification requirements:

(a) Business Associate shall notify Covered Entity by telephone call without unreasonable delay, which in no event shall be more than three business days from which Business Associate knows of such Breach, Unauthorized Use or Disclosure, or Security Incident, or by exercising reasonable diligence would have been known to Business Associate. Business Associate shall notify Covered Entity of all Breaches, even if Business Associate determines there is a low probability that the PH has been compromised based on its risk assessment. Business Associate shall provide a full written report to Covered Entity within five business days of verbal notice. Such notice shall include the identification of each individual whose Unsecured PHI has been, or is reasonably believed by Business Associate to have been, accessed, acquired, or disclosed in connection with such Breach. In addition, Business Associate shall provide any additional information reasonably requested by Covered Entity for purposes of investigating the Breach and any other available information that Covered Entity is required to include to the individual under 45 C.F.R. 164.404(c) at the time of notification or as promptly thereafter as information becomes known. Business Associate's notification of a Breach of Unsecured PHI under this Section shall comply in all respects with each applicable provision of section 13400 of Subtitle D (Privacy) of ARRA, the HIPAA Rules and related guidance issued by the Secretary or the delegate of the Secretary from time to time.

(b) Business Associate agrees to provide notification of any Breach of Unsecured PHI of which it becomes aware, as required under 45 C.F.R. 164.410, and any Security Incident of which it becomes aware, in violation of this BAA to individuals, the media (as defined under the HITECH Act), the Secretary and/or any other parties as required under HIPAA, the HITECH

Act, ARRA and the HIPAA Rules, subject to the prior review and written approval by Covered Entity of the content of such notification. In the event Business Associate fails to perform its obligations hereunder, the Covered Entity shall have the right, within its sole discretion, to take over the notification functions specified herein. Any and all costs incurred by Covered Entity in fulfilling the notification requirements specified in HIPAA, the HITECH Act, ARRA or the HIPAA Rules, including but not limited to attorneys' fees, fines, penalties, publication and mailing charges, and any fees associated with creating and maintaining a toll-free call number or modifications to any Covered Entity website related to breach notification, shall be paid immediately by Business Associate upon demand by Covered Entity consistent with Article VI of this BAA.

(c) In the event of Business Associate's use or disclosure of Unsecured PHI in violation of HIPAA, the HITECH Act or ARRA, Business Associate bears the burden of demonstrating that notice as required under this **Section 2.04** was made, including evidence demonstrating the necessity of any delay, or that the use or disclosure did not constitute a Breach of Unsecured PHI.

Section 2.05 Business Associate agrees, in accordance with 45 C.F.R. 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, to require that any Subcontractors that create, receive, maintain or transmit PHI on behalf of the Business Associate agree to the same restrictions, conditions and requirements that apply to the Business Associate with respect to such information.

Section 2.06 Business Associate agrees to make available PHI in a Designated Record Set to the individual or the individual's designee as necessary to satisfy Covered Entity's obligations under 45 C.F.R. 164.524. Business Associate shall be solely responsible for verifying the right of any individual or individual's designee to access the requested PHI.

(a) Business Associate agrees to comply with an individual's request to restrict the disclosure of their personal PHI in a manner consistent with 45 C.F.R. 164.522, except where such use, disclosure or request is required or permitted under applicable law.

(b) Business Associate agrees that when requesting, using or disclosing PHI in accordance with 45 C.F.R. 502(b)(1) that such request, use or disclosure shall be to the minimum extent necessary, including the use of a "limited data set" as defined in 45 C.F.R. 164.514(e)(2), to accomplish the intended purpose of such request, use or disclosure, as interpreted under related guidance issued by the Secretary from time to time.

Section 2.07 Business Associate agrees to make any amendments to PHI in a Designated Record Set as directed or agreed to by the Covered Entity pursuant to 45 C.F.R. 164.526, or take other measures as necessary to satisfy Covered Entity's obligations under 45 C.F.R. 164.526.

Section 2.08 Business Associate agrees to maintain and make available the information required to provide an accounting of disclosures to the individual or individual's designee as necessary to satisfy Covered Entity's obligations under 45 C.F.R. 164.528.

Section 2.09 Business Associate agrees to make its internal practices, books and records, including policies and procedures regarding PHI, relating to the use and disclosure of PHI and Breach of any Unsecured PHI received from Covered Entity, or created or received by the Business Associate on behalf of Covered Entity, available to Covered Entity (or the Secretary) for the purpose of Covered Entity or the Secretary determining compliance with the Privacy Rule (as defined in **Article VIII**).

Section 2.10 To the extent that Business Associate is to carry out one or more of Covered Entity's obligation(s) under Subpart E of 45 C.F.R. Part 164, Business Associate agrees to comply with the requirements of Subpart E that apply to the Covered Entity in the performance of such obligation(s).

Section 2.11 Business Associate agrees to account for the following disclosures:

(a) Business Associate agrees to maintain and document disclosures of PHI and Breaches of Unsecured PHI and any information relating to the disclosure of PHI and Breach of Unsecured PHI in a manner as would be required for Covered Entity to respond to a request by an individual or the Secretary for an accounting of PHI disclosures and Breaches of Unsecured PHI.

(b) Business Associate agrees to provide to Covered Entity, or to an individual at Covered Entity's request, information collected in accordance with this **Section 2.11**, to permit Covered Entity to respond to a request by an individual or the Secretary for an accounting of PHI disclosures and Breaches of Unsecured PHI.

(c) Business Associate agrees to account for any disclosure of PHI used or maintained as an Electronic Health Record (as defined in **Article V**) (**"EHR"**) in a manner consistent with 45 C.F.R. 164.528 and related guidance issued by the Secretary from time to time; provided that an individual shall have the right to receive an accounting of disclosures of EHR by the Business Associate made on behalf of the Covered Entity only during the three years prior to the date on which the accounting is requested directly from the Business Associate.

(d) In the case of an EHR that the Business Associate acquired on behalf of the Covered Entity as of January 1, 2009, paragraph (c) above shall apply to disclosures with respect to PHI made by the Business Associate from such EHR on or after January 1, 2014. In the case of an EHR that the Business Associate acquires on behalf of the Covered Entity after January 1, 2009, paragraph (c) above shall apply to disclosures with respect to PHI made by the Business Associate from such EHR on or after the later of January 1, 2011 or the date that it acquires the EHR.

Section 2.12 Business Associate agrees to comply with the "Prohibition on Sale of Electronic Health Records or Protected Health Information," as provided in section 13405(d) of Subtitle D (Privacy) of ARRA, and the "Conditions on Certain Contacts as Part of Health Care Operations," as provided in section 13406 of Subtitle D (Privacy) of ARRA and related guidance issued by the Secretary from time to time.

Section 2.13 Business Associate acknowledges that, effective on the Effective Date of this BAA, it shall be liable under the civil and criminal enforcement provisions set forth at 42 U.S.C. 1320d-5 and 1320d-6, as amended, for failure to comply with any of the use and disclosure requirements of this BAA and any guidance issued by the Secretary from time to time with respect to such use and disclosure requirements.

ARTICLE III
PERMITTED USES AND DISCLOSURES BY BUSINESS ASSOCIATE.

Section 3.01 General Uses and Disclosures. Business Associate agrees to receive, create, use or disclose PHI only in a manner that is consistent with this BAA, the Privacy Rule or Security Rule (as defined in **Article V**) and only in connection with providing services to Covered Entity; provided that the use or disclosure would not violate the Privacy Rule, including 45 C.F.R. 164.504(e), if the use or disclosure would be done by Covered Entity. For example, the use and disclosure of PHI will be permitted for "treatment, payment and health care operations," in accordance with the Privacy Rule.

Section 3.02 Business Associate may use or disclose PHI as Required By Law.

Section 3.03 Business Associate agrees to make uses and disclosures and requests for PHI consistent with the "Minimum Necessary" requirements of HIPAA.

Section 3.04 Business Associate may not use or disclose PHI in a manner that would violate Subpart E of 45 C.F.R. Part 164 if done by the covered entity

Section 3.05 Business Associate may use or disclose PHI as necessary to carry out Business Associate Functions.

Section 3.06 Business Associate may use PHI for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate.

ARTICLE IV
OBLIGATIONS OF COVERED ENTITY.

Section 4.01 Covered Entity shall:

(a) Provide Business Associate with the Notice of Privacy Practices that Covered Entity produces in accordance with the Privacy Rule, and any changes or limitations to such notice under 45 C.F.R. 164.520, to the extent that such changes or limitations may affect Business Associate's use or disclosure of PHI.

(b) Notify Business Associate of any restriction to the use or disclosure of PHI that Covered Entity has agreed to or is required to abide by under 45 C.F.R. 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI under this BAA.

(c) Notify Business Associate of any changes in or revocation of permission by an individual to use or disclose PHI, if such change or revocation may affect Business Associate's permitted or required uses and disclosures of PHI under this BAA.

Section 4.02 Covered Entity shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under the Privacy and Security Rule if done by Covered Entity, except as provided under **Article III** of this BAA.

ARTICLE V
COMPLIANCE WITH SECURITY RULE.

Section 5.01 Business Associate shall comply with the HIPAA Security Rule, which shall mean the Standards for Security of Electronic Protected Health Information at 45 C.F.R. Part 160 and Subparts A and C of Part 164, as amended by ARRA and the HITECH Act. The term **"Electronic Health Record"** or **"EHR"** as used in this BAA shall mean an electronic record of health-related information on an individual that is created, gathered, managed and consulted by authorized health care clinicians and staff.

Section 5.02 In accordance with the Security Rule, Business Associate agrees to:

(a) Implement the administrative safeguards set forth at 45 C.F.R. 164.308, the physical safeguards set forth at 45 C.F.R. 164.310, the technical safeguards set forth at 45 C.F.R. 164.312, and the policies and procedures set forth at 45 C.F.R. 164.316 to reasonably and appropriately protect the confidentiality, integrity and availability of the ePHI that it creates, receives, maintains or transmits on behalf of Covered Entity as required by the Security Rule. Business Associate acknowledges that, effective on the Effective Date of this BAA, (a) the foregoing safeguards, policies and procedures requirements shall apply to Business Associate in the same manner that such requirements apply to Covered Entity, and (b) Business Associate shall be liable under the civil and criminal enforcement provisions set forth at 42 U.S.C. 1320d-5 and 1320d-6, as amended from time to time, for failure to comply with the safeguards, policies and procedures requirements and any guidance issued by the Secretary from time to time with respect to such requirements;

(b) Require that any agent, including a Subcontractor, to whom it provides such PHI agrees to implement reasonable and appropriate safeguards to protect the PHI; and

(c) Report to the Covered Entity any Security Incident of which it becomes aware.

ARTICLE VI
INDEMNIFICATION.

Business Associate shall indemnify, defend and hold harmless the Covered Entity, its sponsor, if different from Covered Entity, and sponsor's and Covered Entity's affiliates ("Indemnified Parties"), from and against any and all losses, expense, damage or injury (including, without limitation, all costs and attorneys' fees) that the Indemnified Parties may sustain as a result of, or arising out of (a) a breach of this BAA by Business Associate or its agents or Subcontractors, including but not limited to any unauthorized use, disclosure or breach of PHI, (b) Business Associate's failure to notify any and all parties required to receive notification of any Breach of Unsecured PHI pursuant to **Section 2.04** or (c) any negligence or wrongful acts or omissions by Business Associate or its agents or Subcontractors, including without limitations, failure to perform Business Associate's obligations under this BAA, the Privacy Rule or the Security Rule.

Notwithstanding the foregoing, nothing in this Section shall limit any rights any of the Indemnified Parties may have to additional remedies under the Underlying Agreement or under applicable law for any acts or omissions of Business Associate or its agents or Subcontractors. The parties acknowledge and agree that, to the extent this Article VI is inconsistent with any agreement of the parties in the Underlying Agreement, this Article VI of this BAA shall control.

ARTICLE VII
TERM AND TERMINATION.

Section 7.01 This BAA shall be in effect as of the Effective Date, and shall terminate on the earlier of the date that:

(a) Either party terminates for cause as authorized under **Section 7.04**.

(b) All of the PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity. If it is not feasible to return or destroy PHI, protections by Business Associate shall be extended in accordance with **Section 7.03**.

Section 7.02 Upon either party's knowledge of material breach by the other party, the non-breaching party shall provide an opportunity for the breaching party to cure the breach or end the violation; or terminate the BAA. If the breaching party does not cure the breach or end the violation within a reasonable timeframe not to exceed fifteen (15) days from the notification of the breach, or if a material term of the BAA has been breached and a cure is not possible, the non-breaching party may terminate this BAA and the Underlying Agreement, upon written notice to the other party.

Section 7.03 Upon termination of this BAA for any reason, the parties agree that upon termination of this BAA for any reason, Business Associate, with respect to PHI received from

Covered Entity, or created, maintained, or received by Business Associate on behalf of Covered Entity, shall:

(a) Retain only that PHI that is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities.

(b) Return to Covered Entity [or, if agreed to by Covered Entity, destroy] the remaining PHI that the Business Associate still maintains in any form.

(c) Continue to use appropriate safeguards and comply with Subpart C of 45 C.F.R. Part 164 with respect to ePHI to prevent use or disclosure of the PHI, other than as provided for in this Section 7, for as long as Business Associate retains the PHI.

(d) Not use or disclose the PHI retained by Business Associate other than for the purposes for which such PHI was retained and subject to the same conditions set out at paragraphs (2) and (3) above under "Specific Other Uses and Disclosures"] which applied prior to termination.

(e) Return to Covered Entity [or, if agreed to by Covered Entity, destroy] the PHI retained by Business Associate when it is no longer needed by Business Associate for its proper management and administration or to carry out its legal responsibilities.

Section 7.04 The obligations of Business Associate under this Section 7 shall survive the termination of this BAA and the Underlying Agreement.

ARTICLE VIII
MISCELLANEOUS.

Section 8.01 The parties agree to take such action as is necessary to amend this BAA to comply with the requirements of the Privacy Rule, the Security Rule, HIPAA, ARRA, the HITECH Act, the HIPAA Rules and any other applicable law.

Section 8.02 The respective rights and obligations of Business Associate under **Article VI** and **Article VII** of this BAA shall survive the termination of this BAA.

Section 8.03 This BAA shall be interpreted in the following manner:

(a) Any ambiguity shall be resolved in favor of a meaning that permits Covered Entity to comply with the HIPAA Rules.

(b) Any inconsistency between the BAA's provisions and the HIPAA Rules, including all amendments, as interpreted by the HHS, court or another regulatory agency with authority over the Parties, shall be interpreted according to the interpretation of the HHS, the court or the regulatory agency.

(c) Any provision of this BAA that differs from those mandated by the HIPAA Rules, but is nonetheless permitted by the HIPAA Rules, shall be adhered to as stated in this BAA.

Section 8.04 This BAA constitutes the entire agreement between the parties related to the subject matter of this BAA, except to the extent that the Underlying Agreement imposes more stringent requirements related to the use and protection of PHI upon Business Associate. This BAA supersedes all prior negotiations, discussions, representations or proposals, whether oral or written. This BAA may not be modified unless done so in writing and signed by a duly authorized representative of both parties. If any provision of this BAA, or part thereof, is found to be invalid, the remaining provisions shall remain in effect.

Section 8.05 This BAA will be binding on the successors and assigns of the Covered Entity and the Business Associate. However, this BAA may not be assigned, in whole or in part, without the written consent of the other party. Any attempted assignment in violation of this provision shall be null and void.

Section 8.06 This BAA may be executed in two or more counterparts, each of which shall be deemed an original.

Section 8.07 Except to the extent preempted by federal law, this BAA shall be governed by and construed in accordance with the laws of the State of Nebraska unless the Underlying Agreement specifies that a different state's laws shall control in which event this BAA shall be subject to the laws of the state specified in the Underlying Agreement.

Section 8.08 A waiver with respect to one event shall not be construed as continuing, or as a bar to or waiver of any right or remedy as to subsequent events.

INSURANCE CLAUSE TO BE USED FOR ALL CONTRACTS
LANCASTER COUNTY, NEBRASKA; CITY OF LINCOLN, NEBRASKA
OWNERS

The Contractor shall indemnify and save harmless the Owners from and against all losses, claims, damages, and expenses, including attorney's fees, arising out of or resulting from the performance of the contract that results in bodily injury, sickness, disease, death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom and is caused in whole or in part by the Contractor, any subcontractor, any directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. This section will not require the Contractor to indemnify or hold harmless the Owners for any losses, claims, damages, and expenses arising out of or resulting from the negligence of the Owners.

Contractor shall not commence work under this contract until he has obtained all insurance required under this Section and such insurance has been approved by the Owners Attorneys, nor shall the Contractor allow any sub-contractor to commence work on his subcontract until all similar insurance required of the subcontractor has been so obtained and approved.

A. Worker's Compensation Insurance and Employer's Liability Insurance

The Contractor shall take out and maintain during the life of this contract the applicable statutory Worker's Compensation Insurance with an insurance company authorized to write such insurance in this state covering all his employees, and in the case of any work sublet, the Contractor shall require the subcontractor similarly to provide statutory Worker's Compensation Insurance for the latter's employees. The Contractor shall take out and maintain during the life of this contract, Employer's Liability Insurance with a limit of $100,000 in an insurance company authorized to write such insurance in all states where the Contractor will have employees located in the performance of this contract, and the Contractor shall require each of his subcontractors similarly to maintain common law liability insurance on his employees.

State	Statutory
Applicable Federal	Statutory
Employer's Liability	$100,000

B. General Liability Insurance

1. The Contractor shall maintain during the life of this contract, General Liability Insurance, naming and protecting him and the Owners, its officials, employees and volunteers as insured, against claims for damages resulting from (a) bodily injury, including wrongful death, (b) personal injury liability, and (c) property damage which may arise from operations under this contract whether such operations be by himself or by any subcontractor or anyone directly or indirectly employed by either of them. The minimum acceptable limits of liability to be provided by such insurance shall be as follows:

Bodily Injury/Property Damage	$2,000,000 each Occurrence
	$2,000,000 Aggregate
Personal Injury Damage	$1,000,000 each Occurrence
Contractual Liability	$1,000,000 each Occurrence
Products Liability & Completed Operations	$1,000,000 each Occurrence

2. The General Liability Insurance required by the preceding paragraph shall include the following extensions of coverage:
   a. The coverage shall be provided under a Commercial General Liability form or similar thereto.
   b. X.C.U. Coverage - if the contract requires any work procedures involving blasting, excavating, tunneling or other underground work, the liability coverage shall include Standard Blasting or Explosion Coverage, Standard Collapse Coverage, and Standard Underground Coverage commonly referred to as XCU Property Damage Liability.
   c. The property damage coverage shall include a Broad Form Property Damage Endorsement or similar thereto.
   d. Contractual Liability coverage shall be included.
   e. Products Liability and/or Completed Operations coverage shall be included.
   f. Personal Injury Liability coverage shall be included.

C. Automobile Liability Insurance The Contractor shall take out and maintain during the life of the contract such Automobile Liability Insurance as shall protect him against claims for damages resulting from bodily injury, including wrongful death, and property damage which may arise from the operations of any owned, hired, or non-owned automobiles used by or for him in any capacity in connection with the carrying out of this contract. The minimum acceptable limits of liability to be provided by such Automobile Liability Insurance shall be as follows:

Bodily Injury and Property Damage	$1,000,000 Combined Single Limit

D. Railroad Contractual Liability Insurance: If work is to be performed within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road beds, tunnel, underpass or crossing, Railroad Contractual Liability Endorsement (ISO® form CG24170196 or newer).

E. Railroad Protective Liability: If work is to be performed within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road beds, tunnel, underpass or crossing or otherwise required by the Special Provisions or applicable requirements of an affected railroad, the Contractor shall provide Railroad Protective Liability Insurance naming the affected railroad/s as insured with minimum limits for bodily injury and property damage of $2,000,000 per occurrence, $6,000,000 aggregate, or such other limits as required in the Special Provisions or by the affected railroad. The original of the policy shall be furnished to the railroad and a certified copy of the same furnished to the Lancaster County Purchasing Department prior to any related construction or entry upon railroad premises by the Contractor or for work related to the Contract.

F. Builder's Risk Insurance: (For Building Construction Contracts Only) Unless otherwise specified where buildings are to be constructed under this contract, the Contractor shall provide and maintain fire, extended coverage, vandalism, and malicious mischief insurance, covering such building in an amount equal to one-hundred percent (100%) of the contract amount (minimum), as specified herein. Losses, if any, shall be made payable to the Owners and Contractor as their interest may appear. A Certificate of Insurance evidencing such insurance coverage shall be filed with the Owners by the time work on the building begins and such insurance shall be subjected to the approval of the Owners Attorneys.

G. Minimum Scope of Insurance: All Liability Insurance policies shall be written on an "occurrence" basis only. All insurance coverage are to be placed with insurers authorized to do business in the State of Nebraska and must be placed with an insurer that has an A.M. Best's Rating of no less than A:VII unless specific approval has been granted by the Owners.

H. Certificate of Insurance: All certificates of insurance shall be filed with the Owners on the standard ACCORD CERTIFICATE OF INSURANCE form showing the specific limits of insurance coverage required by the preceding Sections A, B, C, D, and showing the Owners as additional insured. Such certificate shall specifically state that insurance policies are to be endorsed to require the insurer to provide the Owners thirty days written notice of cancellation, non-renewal or any material reduction of insurance coverage.

Client#: 24643 COMMU42

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 1/15/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
INSPRO Insurance
P.O. Box 6847
Lincoln, NE 68506
402 483-4500

CONTACT NAME: Tonya Wagner
PHONE (A/C, No, Ext): 402-483-4500 FAX (A/C, No): 402-483-7977
E-MAIL ADDRESS: twagner@insproins.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Philadelphia Insurance Co.	18058
INSURER B : West Bend - A Mutual Insurance	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Community Action Partnership
of Lancaster & Saunders Counties
210 O Street
Lincoln, NE 68508

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY	X		PHPK1360818	07/01/2015	07/01/2016	EACH OCCURRENCE	$1,000,000
	X COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$100,000
	CLAIMS-MADE X OCCUR						MED EXP (Any one person)	$10,000
							PERSONAL & ADV INJURY	$1,000,000
							GENERAL AGGREGATE	$3,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$3,000,000
								$
A	AUTOMOBILE LIABILITY			PHPK1360818	07/01/2015	07/01/2016	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
	ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / X SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS / X NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB / X OCCUR			PHUB506409	07/01/2015	07/01/2016	EACH OCCURRENCE	$5,000,000
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$5,000,000
	DED X RETENTION $10000							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	N / A		A01440300	05/01/2015	05/01/2016	X WC STATU-TORY LIMITS / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N: N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. EACH ACCIDENT	$500,000
							E.L. DISEASE - EA EMPLOYEE	$500,000
							E.L. DISEASE - POLICY LIMIT	$500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

The City of Lincoln and Lancaster County are listed as additional insureds with respect to: LAP Education Outreach, Eviction Protection/Colition of Landlords & Tenants, Emergency Services/Family Preservation, Interpretation Services provided by Community Action Program through LanguageLinc.

CERTIFICATE HOLDER

City of Lincoln and Lancaster County
555 South 10th
Lincoln, NE 68508

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

James D. Mibbed

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Philadelphia Indemnity Insurance Company

Named Insured Schedule

Policy Number: PHPK1360818

Lap Housing Wahoo Limited Partnership

Lincoln Action Program Housing
Development Corp. (LAPHDC)

Language Linc LLC

Language Linc, LLC
dba Language Linc Interpretation
Services